

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment No. 1 to Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
TIDI Products, LLC	03/03/2008
RECEIVING PARTY DATA	
Name:	Freeport Financial LLC, as Agent
Street Address:	500 West Madison Street, Suite 2700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	4829602
Patent Number:	4951318
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-993-2698
Email:	magdalini.rizakos@lw.com
Correspondent Name:	Magdalini Rizakos c/o Latham & Watkins
Address Line 1:	233 South Wacker Drive, Suite 5800
Address Line 4:	Chicago, ILLINOIS 60606
NAME OF SUBMITTER:	Magdalini Rizakos
Total Attachments: 5 source=Amendment No. 1 to Patent Security Agreement#page1.tif source=Amendment No. 1 to Patent Security Agreement#page2.tif source=Amendment No. 1 to Patent Security Agreement#page3.tif source=Amendment No. 1 to Patent Security Agreement#page4.tif source=Amendment No. 1 to Patent Security Agreement#page5.tif	

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REEL: 020645 FRAME: 0193

## AMENDMENT NO. 1 TO PATENT SECURITY AGREEMENT

AMENDMENT NO. 1 TO PATENT SECURITY AGREEMENT (this "Amendment"), dated as of March 3, 2008, by TIDI PRODUCTS, LLC, a Delaware limited liability company ("Grantor"), in favor of FREEPORT FINANCIAL LLC, a Delaware limited liability company, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Patent Security Agreement dated as of December 29, 2006 (the "Existing Patent Security Agreement") which was filed with the United States Patent and Trademark Office on January 11, 2007 at Reel 018746, Frame 0460. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Patent Security Agreement.

WHEREAS, Grantor desires to amend the Existing Patent Security Agreement to reflect the addition of certain Patent Collateral listed on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Patent Security Agreement. "Schedule I to Patent Security Agreement" appended to the Existing Patent Security Agreement is hereby amended by adding the Patent Collateral listed on Schedule A attached hereto.

2. Absence of Waiver or Setoff.

2.1. No Waiver. Agent and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Patent Security Agreement or any other Loan Document.

2.2. Acknowledgment of Liabilities. Grantor acknowledges and agrees that there is no defense, setoff or counterclaim of any kind, nature or description to the Obligations or the payment thereof when due.

3. Representations. Grantor hereby represents and warrants to Agent that:

(i) Grantor is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of its formation; and

(ii) this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantor and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Agent and the successors and assigns of Agent.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Amendment No. 1 to Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**TIDI PRODUCTS, LLC**

By: *Kevin McNamara*  
Name: Kevin McNamara  
Title: President & CEO

ACCEPTED AND ACKNOWLEDGED BY:

**FREEPORT FINANCIAL LLC, as Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Amendment No. 1 to Patent Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Amendment No. 1 to Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**TIDI PRODUCTS, LLC**

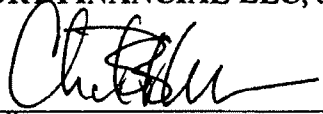
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

**FREEPORT FINANCIAL LLC, as Agent**

By:  \_\_\_\_\_

Name: Chad Blakeman

Title: Sr. Managing Director

[Signature Page to Amendment No. 1 to Patent Security Agreement]

**SCHEDULE A  
TO  
AMENDMENT NO. 1 TO PATENT SECURITY AGREEMENT**

**PATENT REGISTRATIONS**

**Registered Patents**

<b>GRANTOR</b>	<b>PATENT</b>	<b>U.S. REG. NO.</b>	<b>PATENT DATE</b>	<b>FILE DATE</b>
TIDI Products, LLC	Protective Gown	4829602	May 16, 1989	March 28, 1988
TIDI Products, LLC	Protective Gown with Integral Tie Straps	4951318	August 28, 1990	February 1, 1990